Government of Karnataka

BANGALORE DEVELOPMENT AUTHORITY
URBAN DEVELOPMENT

REQUEST FOR PROPOSAL

DESIGN, SUPPLY, COMMISSIONING AND MAINTENANCE OF LTE RADIO COMMUNICATION NETWORK FOR BANGALORE CITY

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Office of the Executive Engineer, Infrastructure Division,
Bangalore Development Authority (BDA)
Kumara Park West, T. Chowdaiah road, Bengaluru-560020
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Bangalore Development Authority (BDA)
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TENDER NOTIFICATION

DESIGN, SUPPLY, COMMISSIONING AND MAINTENANCE OF DIGITAL MCX-LTE RADIO COMMUNICATION NETWORK FOR BANGALORE CITY.

Executive Engineer, Infrastructure Division, BDA, Bengaluru invites tender in two cover system for selection of supplier for Design, Supply, Commissioning and Maintenance of MCX-LTE Radio Communication Network Bengaluru City wide coverage e-procurement portal of Government of Karnataka (https://kppp.karnataka.gov.in). Prospective suppliers willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

1	Tender Reference No and date	No: Dt.
2	Amount put to Tender	**Rs:**
3	Date and Time for Pre-bid meeting	As per KPP Portal
4	Last date & Time for submission of Tender	As per KPP Portal
5	Date & Time of opening of Technical bid	As per KPP Portal
6	Tentative Date & Time of opening of Commercial bid	As per KPP Portal
7	EMD Amount	**Rs. 1,00,000/-**
8	Venue of pre-bid meeting, opening of tenders & address for communication	Office of the Executive Engineer Infrastructure Division Bangalore Development Authority (BDA) Kumara Park West, T. Chowdaiah road, Bengaluru-560020 Phone +91 94493 77654, Email: bdaeeprr@gmail.com

Prospective suppliers willing to participate in this tender can down load the bid documents with visiting the web site http://kppp.karnataka.gov.in.

SECTION I – INFORMATION TO BIDDERS

1. SCHEDULE OF REQUIREMENT

Sl. No.	Particulars	QTY
1	**DESIGN, SUPPLY, COMMISSIONING AND MAINTENANCE OF DIGITAL MCX-LTE RADIO COMMUNICATION NETWORK FOR BANGALORE CITY**	LOT

Distribution of equipment

Sl. No.	Description	Unit of Measure	Total Quantity
1	Digital LTE Static Wireless sets	Nos.	1
2	Digital LTE Mobile Wireless sets	Nos.	4
3	Digital LTE Walkie-Talkie	Nos.	52
4	Digital Dispatcher Software	Nos.	01
5	Server and Storage	Nos.	01
6	Cloud MCX Subscription	Nos.	57

Note: *Unless otherwise specified, the complete product package covered in the Tender is referred as* ***DIGITAL MCX-LTE RADIO SYSTEM*** *or* ***WIRELESS COMMUNICATION SYSTEMS*** *in short form throughout the tender documents.*

Scope of Work:

1. The Scope of Work shall include supply, installation, testing and commissioning of 4G MCX Radio Communication system along with radios, dispatchers, video wall, SIM, and 4g Communication platform licenses for 5 years.
2. Provide 4Gbased Communication platform deployed on cloud in India, ensuring all voice logs, etc. stay in India
3. Offered LTE based communication system should be a proven platform, with cloud server being deployed in India for at least 5 years.
4. Deployed solution to offer advanced geo-positioning capabilities in the control room like – real-time location tracking, location playback and geo-fencing
5. The successful bidder shall assume full responsibility of all the supplied hardware, equipment and software warranty period of 2 year.
6. The related licenses Handheld sets etc. as required shall be the responsibility of the bidder.
7. The communication must be secure and should be based on AES 256 bits encryption
8. The bidder will submit all required regulatory certifications for the offered solution

1.1. The primary goal of this RFP is to select eligible bidder f for Design, Supply, Commissioning and Maintenance of Digital MCX-LTE Radio Communication Network at Bangalore city wide coverage. This RFP intends to provide all the details with respect to the requirements that are deemed necessary to share with the prospective vendors. The detailed scope of work, Functional and Technical Requirements, Service Level Agreement, Contract Agreement, etc are given in Appendix.

1.2. The estimated bid value shown is inclusive of all taxes, installation and other incidental expenditure and comprehensive Annual maintenance support during the period of Warranty per the terms and conditions of the tender.

1.3. The Bidder should quote for **entire tender package** i.e., supply of all the items and accessories as per the above list. No partial offers will be accepted.

1.4. Detailed Specificationsof the Items to be supplied are given in **Appendix I.**

1.5. The Documents for submission tender can be downloaded from the e-Procurement portal of Government of Karnataka and submitted online through e-Procurement Portal only.

2. For any clarification, the bidders are requested to contact Office of the Superintendent of Police STF & Vigilence, BDA, Bengaluru, Phone 080 23364227,

3. GENERAL

3.1. Participants declared by State Government / Central Government / State and Central Government undertakings to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

3.2. Breach of general or specific instructions for bidding, general and special conditions of contract with BDA or any of its other client organizations during the past 5 years may make a firm ineligible to participate in RFP bidding process.

3.3. The last date and time for submission of tenders is as shown in e-Procurement portal. The opening of technical bid will be held at this office on the date as mentioned in e-Procurement portal. The commercial bids will be opened after completion of evaluation of the technical bids.

3.4. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for providing services before entering into contract will in no way relieve the successful bidder from performing any work in accordance with the tender documents.

3.5. It will be imperative for each bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents.

3.6. It is the responsibility of the bidder that such factors have properly been investigated/ Physical survey and considered while submitting the bid proposals and that no claim whatsoever, including those for financial adjustment to the contract awarded under the bidding

documents, will be entertained by the Commissioner(BDA), Bengaluru and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Commissioner(BDA), Bengaluru on account of failure of the bidder to appraise themselves of local laws and site conditions.

3.7. The tender documents can be downloaded from the e-Procurement portal of Government of Karnataka and submitted online through e-Procurement Portal only.

3.8. For any clarification, the bidders are requested to contact Office of the Superintendent of Police STF & Vigilence,), Phone: 080 23364227.

3.9. For any clarification about the website https://kppp.karnataka.gov.in, contact the phone number or email as mentioned in the e-procurement portal

4. PRE-BID MEETING

A Pre-bid meeting with the prospective bidders will be held by the tender inviting authority at the Office of the Engineer Member, Infrastructure Division,
Bangalore Development Authority (BDA), Kumara Park West, T. Chowdaiah road, Bengaluru-560020
on the date as indicated in the Tender Notification

3.1. The bidders should send their queries on https://kppp.karnataka. gov.in .The bidders should ensure that their queries for the pre-bid meeting reach at least two days prior to the meeting date in the format given below

S. N.	Section No.	Clause No.	Page No.	Reference/ Subject	Clarification Sought
..	..	..		..	..

5. RESPONSE TO PRE-BID QUERIES AND AMENDMENT OF RFP DOCUMENT

5.1. Queries strictly relating to this RFP will only be answered. BDA neither makes representation or warranty as to the completeness of any response made in good faith, nor does BDA undertake to answer all the queries posted by the bidders.
At any time prior to the last date of receipt of bids,
Office of the Executive Engineer, Infrastructure Division,
Bangalore Development Authority (BDA)
Kumara Park West, T. Chowdaiah road, Bengaluru-560020

5.2. Bengaluru may for any reason, whether on their own initiative or in response to the queries posed by the bidders, modify the RFP document by a corrigendum.

5.3. The corrigendum (if any) along with the proceedings of the pre-bid meeting will be posted in the portal (https://kppp.karnataka.gov.in).

5.4. Any such corrigendum shall be deemed to be incorporated into this RFP.

6. AUTHENTICATION OF BID

The "Bidder" as used in the RFP shall mean the one who has signed the bid document forms. The Bidder may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case Bidder shall submit an Authorization Certificate. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized representative or the Principal.

7. PROPOSAL PREPARATION COSTS

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by SP (STF & Vigilance), Bengaluru to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process.

8. LANGUAGE OF BIDS

The bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and SP (STF & Vigilance), Bengaluru, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. VALIDATION OF INTERLINEATIONS IN BID

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be attested by the person or persons signing the bid.

10. ELIGIBILITY CRITERIA

SI	CRITERIA	MANDATORY SUPPORTING DOCUMENTS
1	Only the Original Equipment Manufacturers (OEMs) **OR** Authorised Dealer/Distributor with minimum **'10' (Ten) year'**s experience in supply of **LTE/LTE/UHF Wireless Radio Communication equipment** are eligible to participate.	a) Company Registration certificate b) Sales Tax registration Certificate with clear indication of nature of business or Copy of Work orders to establish years of experience in supply of Wireless Communication systems for 10 years or more. c) Details of the Bidder shall be submitted as per **Annexure A**
2	The OEMs should have **minimum annual turnover of Rs. 20.00 Crores**, during last 03 years i.e., 2022-23,2023-24 and 2024-25 and Net worth minimum 10 Crores.	**All the documents below for 3 years:** a) Audited Statement of Accounts viz.. Balance Sheet, Trading/Profit and Loss Account b) IT Returns

SI	CRITERIA	MANDATORY SUPPORTING DOCUMENTS
	AND The bidder in case of AuthorizedDealer/Distributorshould have **minimum annual turnover of Rs. 10.00 Crore**, during any two years out of preceding 3 years i.e., 2022-23, 2023-24 and 2024-25	c) Certificate issued by the CA as per **Annexure B**
3	Bidder/OEM Should have executed supply of **Digital Radio Products -LTE/LTE type** with a value not less than **Rs. 5.00 Crores** (as a single order) to any of the State/ Central Government Departments/ organisation in India, **during any one year, out of** 2022-23, 2023-24 and 2024-25 and as on the date of tender submission	**All the documents below:** a) Copies of the Purchase/work orders b) Furnish the details as per format in **Annexure C**.
4	Minimum **1,000** LTE Radios with **equivalent specifications/standards of the tender or higher** (of the same OEM make being offered in the tender) have been supplied to Central/State Government Department/s, Govt. Organisation/s, PSUs in INDIA by the OEMs/Importer directly or through their Distributors/dealer network **in the Country in the last 3 years** as on the day of Tender submission	**All the documents below shall be submitted by the OEM** (irrespective of whether bidder is OEM or authorised distributor/dealer) a) Copies of the Purchase/work orders b) Furnish the details as per format in **Annexure-E**
5	The Bidder should furnish an undertaking issued by OEM, in the form of an affidavit stating that the System/Software supplied by the vendor is genuine and does not contain used or any refurbished parts.	Affidavit as per format in **Annexure-G**
6	**Local Presence**: As on the last day of bid submission: **a) The OEM** should have presence in India with their registered office and experience in supply of LTE Wireless Radio Communication equipment and	Copy of the GST/VAT/ Service Tax/Sales Tax registration Certificate, or any other valid document/registration certificate issued by the Central/State Govt. department/organisation as proof of

SI	CRITERIA	MANDATORY SUPPORTING DOCUMENTS
	Server host in India since last **7 years.** b) **The Bidder (in case of Dealers/ Distributors)** should have an **office** in India for **at least 10 years** and should be the dealer of OEM products, which are being offered in the present tender, since last 3 years. Supporting document should be furnished. c) The Bidder/OEM should have a fully functional **Service/Support centre** in Karnataka (preferably in Bengaluru) with GST/VAT/Service Tax/Sales Tax Registration.	having the: a) Office of OEM for the last 6 years in India b) Office of Bidder for the last 10 years in India c) List of Service Centres in Karnataka and Complete escalation Matrix and Response time as per **Annexure F**
7	The bidder should furnish copy of latest ISO certificates of both the bidding organization (In case of Authorized Dealer/Distributor) and also of the OEM Manufacturer	Copy of the Certificates issued in the name of OEM Copy of the Certificates issued in the name of Bidder
8	The offered 4G LTE Wireless Communication Platform should be installed in India and should have been available at least since last 5 years	The bidder/OEM should submit relevant cloud service provider's invoice.
9	The bidder / OEM should not have been debarred/blacklisted by any State Government, Central Government, Central & State Govt. Undertakings/ enterprises/ Organizations and by any other Quasi Government bodies/ Organizations, World Bank / Govt E-marketing portal or any major Enterprise / Organization in India for non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices, not meeting critical conditions/security clearance etc during the past 5 years, as on the date of Tender submission. Delisted/ barred by the Government	Should provide an undertaking in the form of an Affidavit as per **Annexure** G

SI	CRITERIA	MANDATORY SUPPORTING DOCUMENTS
	e-Procurement/GeM/Purchaser for the reasons of not fulfilling tender terms, or breach of terms of the tender/Portal in the past five years, as on the date of Tender submission.	
10	The bidder should agree for minimum **period of 2 year for all the equipment & accessories** and **Warranty period of 1 year for Battery and cloud services minimum 5 Years.** The Warranty should carry replacement/ service/maintenance of equipment/accessories/battery free of cost and provide adequate spares and service support during the period of Warranty	Should provide an undertaking in the form of an Affidavit as per **Annexure** G
11	**Annual Comprehensive Maintenance Contract:** The successful Bidder/firm shall agree for extending Annual Comprehensive Maintenance Contract for a period of 3 years, or year wise up to 3 years after the completion of the 2 year Warranty/free maintenance period.	Should provide an undertaking in the form of an Affidavit as per **Annexure** G
12	As per the recent directions of the Central and State Government, The bidder should avoid supply of the products which are manufactured in China.	An undertaking to this effect, stating the Country of the manufacturing of the products being offered shall be submitted under the OEM Letter head. The bidder should also undertake that the products being supplied are not manufactured in China in the form of an Affidavit as per **Annexure G**
14	As a part of Technical evaluation, the bidder should a) Demonstrate and present a detailed report on “design, planning, implementation and maintenance” with regard to	a) For fulfilling these criteria, the bidder shall conduct a detailed survey at the actual sites (Bangalore city wide).The demonstration and presentation shall include Reports on:

SI	CRITERIA	MANDATORY SUPPORTING DOCUMENTS
	execution of the proposed project at Bangalore city wide network.Soft copy of the reports shall be uploaded in the e-portal along with Technical Bid b) Demonstrate offered Wireless Communication systems (Hardware, software and accessories) , working principles, features and functionalities as per the tender specification.	i) Existing infrastructures and resources. ii) Server Hosting at central location iii) Model of effective/optimum utilization of Existing infrastructures and resources. iv) Infrastructures and resources Dispatcher, vehicle mobile set, GPS, Grouping, Group call, Broadcast call, Messaging, Patching of Networks through Dispatcher v) Site description, Site photos, Map extracts. vi) Description on proposed system, Network Layout, Spreadsheet summary. vii) implementation of SLA during Warranty. b) Live demonstration of offered products comprising: i) Sample set of Hardware, software and accessories of particular make/brand and Model offered by the bidder j) Working principles, features and functionalities as per the tender specification. k) The bidder shall bring supporting hardware/software, Testing /measuring equipments if any, in order to confirm about meeting of various parameters and functions indicated in the Tender specifications.
15	The bidder should have adequate manpower for installation of the software, technical support team & for training the department officials as per Project deliverables.	Should provide an undertaking in the form of an Affidavit as per **Annexure** G
16	The **End of Life** of the radio-sets/equipment supplied shall be minimum **5 years**. The OEM/Bidder should give an	A letter to this extent from OEM to be attached as a confirmation as per **Annexure** E

SI	CRITERIA	MANDATORY SUPPORTING DOCUMENTS
	undertaking to this effect and ensure spares and service support till the end of life for the products quoted by him	
17	The bidder should be the manufacturer/developer of said system /software in case of Indian brands. OR Should be an authorized dealer/distributor of OEM/OSD (Original Equipment Manufacturer/ Original Software Developer) system, in legal agreement with the said OEM/OSD.	The bidder in case of OEMs shall submit an undertaking in their letter head that they are OEM of the product offered in the Tender. OR The bidder in case of Authorized Distributor/Dealer a) The bidder should furnish valid authorization letter or dealership certificates from the OEM/OSD as per **Annexure-D**. The authorization letter should be specific for this tender and tendered item. The name of the item should be clearly mentioned in the authorization letter. (Original authorization letter should be submitted for verification at the time of commercial bid openings). b) The bidder should give an undertaking in writing as per **Format G** that in case the tender is awarded in favour of the bidder, they will produce a legal agreement between the Bidder and the OEM/OSD for a minimum period of five years from the date of award of the contract. Failure to produce such an agreement will result in cancellation of the order.
18	The Products offered by the bidder shall meet the specification as per **Appendix I**of the Bid Document.	The bidder should submit the following document along with Bid documents. a) **Appendix I** duly filling Compliance Column b) **Detailed description** of the essential technical and performance characteristics of the equipment. c) List of full particulars, including available sources, spare parts,

SI	CRITERIA	MANDATORY SUPPORTING DOCUMENTS
		special tools etc., necessary for the proper and continued functioning of the entire system for a period of 5 years following commencement of the use of the equipment by the purchaser. d) Item-wise comparative statement of the technical specifications mentioned in the tender document **Appendix I** vis-à-vis technical specifications of the equipment proposed to be supplied by the tenderer. e) **A copy of the equipment brochure** foreach equipment to be provided. f) If the Wireless communication System supplied by the Bidder contains components/software manufactured by third party manufacturers, the bidders shall under take that, such components/ software operates effectively along with the Wireless communication System supplied and accept responsibility for its successful operations. g) The Bidder/OEM is either the owner of the Intellectual Property Rights for the Hardware/software/ features/functions being incorporated in the products supplied, or they have the proper authorization and/or license from the original owner of such Intellectual Property Rights. **An undertaking shall be submitted towards the same.** h) Willful misrepresentation of these facts will lead to the disqualification of Tenderer without prejudice to other remedies that the Purchaser may take and will also lead to blacklisting of the Tenderer. i)
19	The bidder from such countries sharing a land border with India	If the bidder is sharing a Land border with India then Registration

SI	CRITERIA	MANDATORY SUPPORTING DOCUMENTS
	will be eligible to participate only if the bidder is registered with the Competent Authority as per the Directions of the Ministry of Finance Government of India.	Certificate and Model Certificate issued by the Competent Authority to be obtained as specified vide Office Memorandum No. F.No.6/18/2019 - PPD issued by Ministry of Finance, GOI dt.23rd July 2020 and GO of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated:25.08.2020. A declaration has to be submitted in Compliance regarding restrictions on public procurements from bidders of countries which shares a Land Border with India, in the form of Affidavit as per **Annexure G**
20	Earnest Money Deposit:	The bidder should furnish EMD through e-procurement portal as per the available modes of payment *EMD Exemption will be given to **only NSIC registered bidders** (as per Govt. of Karnataka Circular No.AE 850 Exp-12-15, Dated: 29.12.2015 for Micro and Small Enterprises registered with NSIC under a single point registration scheme). **Bids claiming EMD exemption under any other certificate/means will be rejected at initial stage itself***
21	Consortiums are not allowed to participate in the Tender	Should comply
22	Bidder/OEM	Bidder/OEM should bid for only make in India products.

11. SUBMISSION OF TENDER

11.1. Interested parties with relevant experience to undertake Design, Supply, Commissioning and Maintenance of Digital LTE Radio Communication Network at . as per the scope of the work and meeting eligibility criteria are required to submit their technical and Commercial bids through e-portal

11.2. The Name of the Bidding entity and authorized signatory of the tender shall be as registered in the E-portal of the Government of Karnataka and shall be uniform/same across all the supporting documents submitted by the bidder. The supporting documents submitted towards various eligibility criteria like turnover, past performance, licenses, Registration certificates etc., having different names(such as variation in spellings, words, names of sister/associated companies or Group of companies) will not be considered for evaluation and the such bids will be subject to disqualification. In case of change in the name of the

Bidding entity itself during the timeline due to Management decisions, amalgamation, acquisition etc.., necessary amendment documents as approved by the Government authority shall be submitted along with Technical documents. Otherwise, the bids are subject to rejection. In case of tender being signed by other than the Authorized signatory registered in the E-portal, the bidder shall submit necessary General Power of Attorney issued by the Authorized signatory for signing of the Tender documents and submission on his behalf.

11.3. The bidder under no circumstances will be allowed to update/amend or furnish additional documents in support of eligibility criteria/specification etc., after opening of the Technical bids. Only the document submitted through e-portal will be considered for evaluation of the bids. However, the tender inviting authority reserves the right to seek clarifications/additional information/documents from the bidder for cross verification during the course of evaluation, if necessary.

11.4. Department will be provided M2M SIM card with Priority with Pre-Emption services enabled and supplied equipment should support.

11.5. First Cover - Technical Bid

i. Details of the Bidder and undertaking: As per **Annexure-A**
ii. All the documents in support of meeting minimum eligibility criteria at Clause (9)
iii. Undertaking as per **Annexure-G** in Rs. 500.00 Stamp paper, duly notarized.
iv. The scanned copies of each page of the tender shall be signed and seal affixed by the authorized signatory of the tender.
v. The Documents against each criterion shall be in the PDF/JPG format. The information contained in the documents shall be clear, legible and printable form, in the A4 size.
vi. In case the documents under single criteria are having multiple pages/files; the same shall be compressed with ZIP/Win-RAR format and be uploaded.
vii. The tender inviting authority reserves the right to call for original copies of documents submitted against technical bid if necessary, for cross verification, like Audited Financial Statements, Certificates issued by Chartered accountant/ competent authorities etc.

11.6. **Earnest Money Deposit:**

i. The bidder should furnish EMD through e-procurement portal as per the available modes of payment

ii. EMD Exemption will be given to only NSIC registered bidders (as per Govt. of Karnataka Circular No. AE 850 Exp-12-15, Dated: 29.12.2015 for Micro and Small Enterprises registered with NSIC under a single point registration scheme). Bids claiming EMD exemption under any other certificate/means will be rejected at initial stage itself

iii. The EMD will be forfeited in case the Bidder Withdraws his tender during the period of tender validity and fails to furnish the security deposit as specified. EMD is refundable a) on completion of tender process and awarding the contract. b) on closure of the tender due

to administrative reasons.

11.7. Second Cover - Financial Bid

i. Only commercial offer shall be uploaded under “Item wise Bid Financial Offer” of e-procurement portal shall be made in the prescribed format, as per **Annexure 'H'**.

ii. The end price quoted shall include cost of package, transportation and delivery at destination, installation and commissioning as applicable, including GST. The breakup amount of GST, Packing and Transportation shall be indicated separately as per the provisions provided in the E-portal.

iii. The bidder should quote AMC part in the price bid, whereas it is optional for the purchaser to go for AMC after warranty period. The cost of AMC will not be considered for evaluating lowest bid.

iv. The price components furnished by the Bidder will be solely for the purpose of facilitating the comparison of bids by Executive Engineer, BDA and will not in any way limit the right of Engineer Member, BDA to negotiate on any of the terms offered.

v. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications on any account whatsoever. However, Engineer Member, BDA reserves the right to negotiate the prices quoted in the bid to effect downward modification.

vi. The Bidder shall prepare the bid based on details provided in the Invitation of Bids. It must be clearly understood that the scope of work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guarantee. The Bidder shall carry out all the tasks in accordance with the requirement of the Invitation of Bids and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.

vii. The contract price shall be the only payment payable to the successful Bidder for completion of the contractual obligations under the contract, subject to the terms of payment specified in the contract. The price would be inclusive of all applicable taxes, duties, charges and levies, unless specified otherwise.

viii. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

ix. Prices in any form or by any reason should not be revealed by the Bidder or their representatives before opening the commercial bid, failing which the offer shall be liable to be rejected.

12. TECHNICAL PRESENTATION AND DEMONSTRATION:

12.1. As a part of Technical evaluation under Eligibility Criteria(12), the bidder shall a) demonstrate and present a detailed report on “design, planning, implementation and maintenance” with regard to execution of the proposed project at respective District; b) demonstrate offered Wireless Communication systems (Hardware, software and

accessories), working principles, features and functionalities as per the tender specification; on no cost basis to confirm meeting the tender specification.

a) For fulfilling these criteria the bidder shall conduct a detailed survey at the actual sites (.). The demonstration and presentation shall include:

i. Report on Existing infrastructures and resources.
ii. Server host
iii. Model of effective/optimum utilization of Existing infrastructures and resources.
iv. Infrastructures and resources (Control room, Towers, Repeaters etc) to be built/provided, in addition to the existing one (at the minimum), giving the priority to natural/man-made structures already available at the sites
v. Site description, Site photos, Map extracts.
vi. Description on proposed system, Network Layout, Spreadsheet summary.
vii. Integration with the existing Analog/Digital Radio Network and equipments to other Departments
viii. Maintenance support and implementation of SLA during Warranty.
ix. Other considerations and recommendations.

A set of Hard and soft copies of the above reports shall be submitted during the demonstration and presentation

b) Live demonstration of offered products comprising:

i. Sample set of Hardware, software and accessories of particular make/brand and Model offered by the bidder
ii. Working principles, features and functionalities as per the tender specification.
iii. Field performance, compatibility with the existing system and Digital LTE Repeaters over IP, features and functionalities
iv. For the purpose of the Demonstration the bidders shall supply/install
    - Required No. of base station / mobile radios
    - Required No. of Hand held Portable radios
    - Console with necessary supporting Hardware, Software and Accessories.
    - Testing /measuring equipments if any, in order to confirm about meeting of various parameters and functions indicated in the Tender specifications
    - The bidder shall demonstrate compatibility of the equipments with the existing equipments being used in accordance with the LTE certification.
    - The bidder shall demonstrate all the analog technical parameters and digital features along with IP connectivity for inter-site operation.

c) All the papers/designs/drawings/data/photographs/analysis/graphics etc. submitted and presented (both in Hard and soft copies) by the bidder will become the property of the Tender inviting authority and shall not be shared by the bidder with any other third

party/departments/organizations for whatever may be the reasons. The Tender inviting authority reserves the right to use such papers/designs/drawings/data/ photographs/analysis/graphics for the purpose of implementation of the proposed project as per his discretion, irrespective of the bidder who become successful and awarded with the contract. The bidder shall furnish an undertaking as per **Annexure-G** (Affidavit)

13. EVALUATION OF TECHNICAL BIDS

13.1. **The Technical bids are evaluated in following three stages**:

i. Submission EMD as specified in the e-portal or uploaded valid NSIC Registration certificate towards exemption of EMD for MSE Units

ii. Eligibility criteria specified and the documents furnished by the Bidder in technical bid (first cover) in support of meeting the eligibility criteria.

iii. Bidders who found responsive in the above stages (i) and (ii) will be called for Demonstration of the equipments and evaluation of technical specifications and functionalities as stated at clause 11.1(b).

13.2. The technical bids shall not contain the financial part of the bid. In case the prices are disclosed at Technical evaluation stage, the bid is liable for rejection as a whole.

13.3. The bids are evaluated strictly against the terms and conditions of the tender as a whole and any counter offer or conditional offer with regard to delivery period, payment, specification, scope of the work etc., will be ignored and deemed to be invalid unless it is specifically noted and accepted by the competent authority during the evaluation/acceptance of the bids. No claim of the bidder will be considered in such instances at later stage.

13.4. The Purchaser may waive any minor informality or non-conformity or irregularity in a supporting document being submitted against meeting the eligibility criteria under clause 9, which does not constitute a material deviation from the eligibility criteria and technical/specification requirement prescribed, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer. For this provision, the Tender Inviting authority or the Tender Accepting authority or the Tender Scrutiny Committee may seek bonafide clarifications from Tenderers during the evaluation of tenders under Rule 23(3) of Karnataka Transparency in public Procurement Rules. 2000.

13.5. Inspection of earlier installations in order to confirm the correctness of the supporting documents furnished by the bidder during bid submission or to ensure credibility of products and proper maintenance and service support by the successful bidder, the Tender inviting authority may inspect OR collect the necessary information (directly or through third party agency) about the earlier supplies and installations made by the bidder to other clients. During such inspections, if it is found that, there were no

supplies/installations made by the bidder as claimed in the bid submission or the service/maintenance found un-satisfactory, the tender inviting authority reserve the rights to cancel the supply order and place order with next lowest Bidder apart from forfeiting the EMD/Security Deposit/Blacklisting. In such an eventuality, the defaulting firm/Bidder will be required to pay any loss which the PURCHASER may incur.

14. EVALUATION OF FINANCIAL BIDS :

14.1. Only, the financial bids (2nd cover) of the bidders who are qualified in the Technicalevaluation stages as per 12.1(i), (ii), (iii) will be opened.

14.2. The financial bids are evaluated based on the lowest quoted total value as a single packageas per**Annexure H,** excluding the AMC component, which is optional. No partial offers will be accepted.

15. FINAL SELECTION OF THE BIDDER AND AWARDING OF THE CONTRACT.

The final selection of the bidder will be based on the lowest quoted total value, excluding the optional component of AMC.

16. APPEAL

As per the provisions of the Section 16 under Karnataka Transparency in Public Procurement Rules 2000, any tenderer aggrieved by an order passed by the Tender Accepting Authority other than the Government, may appeal to the prescribed authority within thirty days from the date of receipt of the order.

17. AWARDING OF THE CONTRACT AND RELEASE OF THE PURCHASE/WORK ORDER

The Tender Accepting Authority may conduct price negotiation with the successful bidder to bring down the prices, as per provisions of Karnataka Transparency in Public Procurement (KTPP) Act 1999 and Rules 2000, in order to obtain competitive rates and in the best financial interest of the Government.

Under normal circumstances, the purchase/work order will be released immediately on acceptance of the Bids as per the quoted or negotiated prices as the case may be. However, the Tender inviting authority reserve the rights to place the purchase/work order in part or in phased manner with staggered schedule of implementation based on the availability of Funds and necessary Licenses. In such case the Tender inviting authority may seed extension of the validity of the financial quote as per provisions of KTPP Act/Rules.

SECTION II – TERMS OF THE CONTRACT

1. **Prices:**The end price quoted shall include GST, cost of field survey, network design, package, transportation and delivery at destination, installation and commissioning in the of Karnataka as applicable.

   If a change in excise Statutory levies in future, the same should be reflected in the landed price & the vendor shall intimate the purchaser immediately. If the prices are revised downwards or if the vendor supplies the equipment to any organization, at a price lower than the quoted price, then the price would automatically stand revised to that lower price (refer fall clause 3. below).

2. The price of the equipment will be firm during the course of execution of the Contract and no-upward revision will be allowed, excluding GST. The rate of GST applicable as at the time of supply.

3. **Fall Clause:** The bidder undertakes that, he has not supplied/supplying the similar items/equipment/systems at a price lower than that offered in the present bid to any other Government Departments/Govt. Organizations in India and if it is found at any stage that the similar items/equipment/systems or sub-system was supplied by the bidder to any other Government Departments/Govt. Organizations in India at a lower price, then that very price with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the bidder to the buyer if the contract has already been concluded/payment made.

4. The successful bidder should enter into an agreement with the Purchaser within 15days from the date of issue LOA (letter of Acceptance) or supply order, towards execution of the supply order and subsequent service/maintenance support. The agreement should also contain the following documents :

   i. System description with working principles.
   ii. System single line diagram.
   iii. Routing/network diagram of cables and wires.
   iv. Data sheets and user manuals of the Hardware and Software supplied/installed.
   v. A system operation and maintenance manual.
   vi. Name, address, mobile number and email address of the service center to be contacted in case of failure or complaint.
   vii. Warranty cards.
   viii. Maintenance registers.

   The purchaser should furnish a copy of valid Agreement in Principal (DL) to the successful bidder along with the LOI/Purchase order to facilitate him to initiate import process of the ordered Radio equipment.

5. **Pre-dispatch Inspection:** The purchaser may carry Pre-dispatch Inspection of the equipment at the premises of the Manufacturing Unit/Assembling unit/Warehouse in India before making bulk supplies. In such case the purchaser will form a team or appoint a third party agency or a Project Management/Monitoring Consultancy to make a field visit of concerned Tenderer/OEM unit to inspect and certify that the raw material being used, product manufacturing/assembling process etc., are in

compliance with tender specifications. The bidder should inform the office well in advance about availability of items for pre-dispatch inspection and confirm dates and timings for the inspection.

6. **Supplies, installation and commissioning**: Shall be completed **within 30 days** from the date of issue of Purchase order. The Supplies shall be made to office of Superintendent of Police Special Task Force & Vigilence, BDA Bengaluru. The Dispatcher/ base station sites in the District should be identified by the supplier itself before installation. A detailed survey report of the District (to be digitalized) should be submitted by the supplier before installation.
7. **LTE 4G Open Standard Protocol Certificate:** As a part of the contract, the vendor /successful bidder/OEM should undertake that the system, solution and software proposed to be supplied is of LTE open standard protocol (ETSI) and it will work satisfactorily with other vendors/bidders/Makes open standard LTE equipment (Mobile/Static Sets, Console Walkie-Talkies etc.) for voice call and data calls. If it is found that the system, solution and software is not LTE open standard, the purchaser has every right to take any action including legal action apart from confiscating the security deposit and the vendor will be liable for blacklisting/disqualification.
8. **Inspection of the materials supplied and installed:** The materials/equipment supplied and installed at the locations are subject to preliminary inspection and performance watch by the receiver/competent authority to confirm quantity, quality and satisfactory installation and commissioning. In case of discrepancies, the bidder shall replace such products/installations as per the standards and specifications free of cost within 30 days.
9. **3rd Party inspection:** In order to confirm the quality and specification of the products supplies as against the tender specifications/approval samples, the Tender inviting authority may conduct quality inspection (directly or through third party agency) apart from Laboratory testing. Any expenditure incurred towards the 3rd party inspection/laboratory testing shall be borne by the supplier. The tender inviting authority reserves the rights to cancel the supply order and place order with next lowest Bidder apart from forfeiting the EMD/Security Deposit/Blacklisting. In such an eventuality, the defaulting firm/Bidder will be required to pay any loss which the PURCHASER may incur.
10. **Payment:**50% Payment of the total invoice value plus 100% GST value within 30 days from the date of supply, preliminary inspection and acceptance of the equipment. Remaining payment will be made within 30 days from the date of successful installation/commissioning and against producing of inspection report issued by the competent authority towards satisfactory installation/commissioning of the systems.
11. **Validity of the offer:** The Commercial bid should be valid for at least 180 days from the bid opening date.
12. **Security Deposit:** The successful bidder shall furnish performance security within 15 days from the date of signing the agreement at **5%** on contract value in the form of DD OR Bankers Guarantee drawn in favor Commissioner, BDA Bangalore, having validity for the entire period of

Warranty i.e., 2 years from the date of issue of Work order. The tender inviting authority reserve rights to get the Security deposit/Bank Warranty extended for further period based on the Warranty/extended Warranty period/AMC for the products supplied and installed.

The Performance Security will be discharged by the purchaser and returned to the Supplier not later than 3 months after the validity period, without any interest accrued on it, following the date of completion of the Supplier's performance obligations, including any warranty obligations.

13. **Product specification:** The supplies should be made as per standard specifications as specified in the tender at Appendix –I and comply with the LTE standards. Any discrepancy will entitle for rejection of goods/initiating penalty clause/blacklisting of the company.
14. **Make/Brand:** All the products/equipments supplied shall bear the make/brand name of the Manufacturer. The Hardware/software shall bear the Manufacturing Sl. No/Key numbers of the product as applicable. The purchaser may insist on printing of Logo/information of department, if necessary, on every piece of equipment, which shall be fulfilled at no extra cost.
15. **Awareness and Training Program:**The Supplier shall provide free training to approximately 50 personnel from wireless wing in two or more batches, for a period of 15 working days for each batch in handling/ maintenance of Digital LTE Wireless equipment.
    i. Configuration of the System.
    ii. System Planning and operation.
    iii. Dispatcher and Server setup.
16. **Project Implementation Report: -** On successful implementation of the project, a project report giving technical details of the implementation with the description of the hardware and software programming and installation details shall be provided both in hard and soft copies of two sets each.
17. **Warranty & After Sales Service :**The bidder should agree for minimum Warranty period of 2 years for all the equipment& accessories and Warranty period of 1 year for Battery. The Warranty should carry replacement of spares free of cost, service and maintenance. The bidder should provide adequate spares and service support during the period of Warranty. Service calls shall be attended within 24 hours for system problem and any equipment problem.
18. Any equipment/accessory reported with breakdown repeatedly i.e., minimum four times within a span of 3 months shall be replaced with completely New unit at no additional cost.
19. **Annual Comprehensive Maintenance Contract (Optional):** The successful Bidder/firm shall enter into Annual Comprehensive Maintenance Contract for a period of 3 years, or on yearly basis up to 3 years, with the purchaser after the completion of the 3 years initial Warranty period. The bidder will reserve the rights to conduct price negotiation to bring down the AMC Cost or call for separate financial quotes through tender process and award AMC to a successful bidder, for the purpose of awarding the AMC.

20. In case of failure of the successful Bidder to comply with the supply order within the validity of the offer or lead period as specified in the purchase/work order, or it is found that the bidder do not have the supply/service points at the locations as per the supporting documents furnished against technical evaluation criteria, the tender inviting authority reserves the rights to cancel the supply order and place order with next lowest Bidder apart from forfeiting the EMD/Security Deposit/Blacklisting. In such an eventuality, the defaulting firm/Bidder will be required to pay any loss which the PURCHASER may incur.

21. Non-Performance Penalty:

21.1. Levy of penalty for delay in supply of tender item: In all the cases of failure on the part of the supplier to deliver any or all the goods or to perform the services within the period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed goods or unperformed services for each week or part thereof delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to general conditions of contract.

21.2. In case the down time is more than 24 hours for the system and each equipment, penalty of Rs. 5,000/- per day for the system and Rs. 500/- per day per equipment will be imposed and supplier has to sign the Service Level Agreement to this effect.

22. **Risk Purchase Penal Clause:** If supplies are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from any available source and this extra expenditure incurred thereof will be recovered from the supplier's Bills due for payment or from the Security Deposit. Further the default supplier has to reimburse all the liquidated damages/losses arising due to non-fulfillment of contractual obligations.

23. The bidder/OEM should not have been black listed by any Govt. or Non-Govt. Institutions or Govt. department undertaking / Public Enterprises

24. Corrupt or Fraudulent Practices

24.1. The Government requires that Tenderer/ OEMs/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government

24.2. defines, for the purposes of this provision, the terms set forth as follows:

i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and'

ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice

among Tenderer/ OEMs (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

24.3. will reject a proposal for award if it determines that the Tenderer/ OEM recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

24.4. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract.

25. Force Majeure

25.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

25.2. However the service provider cannot seek exemption in case of force majeure such as act of God, Fire, Storm, Earthquake, Explosion, Accidents, Strikes, Lockout, industrial Dispute, Labor Trouble, Transportation, Embargo, Imminence or the existence of any state of emergency, war like condition, civil - commotion, riot, pandemic, obstructions/restrictions for mobility of men and material, refusal of license or imposition of sanctions and/or any measures taken by the Government whatsoever, under which condition the radio communication network needs to be active in the interest of the public and maintaining the law and order and conducting rescue/rehabilitation operations by the department. In such condition, the department has to extend full co-operation and provide necessary assistance in terms of Men, Material, Equipment, Transportation, Safety etc..to the service provider to render his services.

25.3. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract as indicated under subsection (ii), and

b) has informed the other Party as soon as possible about the occurrence of such an event.

25.4. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

25.5. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

26. Suspension:

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

27. Termination:

27.1. By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause and sixty (60) days' in the case of the event referred to in (e):

a) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
b) if the Service Provider (or any of their Members) become insolvent or bankrupt;
c) if, as the result of Force Majeure, the Service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
   For the purpose of this clause:
   i. *"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and*
   ii. *"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among service provider (prior to or after submission of Proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.*

iii. *"Disclosure of information" means, disclosing the important information related to Government policies, plans and estimates, Employee information, data, communication, office records, information shared by the officials over the network, and all other such documents which are termed as sensitive/confidential documents.*

e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

27.2. By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause:

a) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;
b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider' notice specifying such breach;
c) if, as the result of Force Majeure, the Service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

28. The complete Tendering and Evaluation process will be carried as per the provisions of the KTPP Act and subsequent amendments/circulars/guidelines. Tender Accepting Authority reserves the right to alter the quantity /to accept or reject/cancel the tender within the provisions of the KTPP act and Rules. The decision of the Tender Inviting Authority will be final.

29. The purchaser reserves the right to increase or decrease the quantity of procurement by up to 25% of the quantity of goods and services originally specified in the schedule of requirement without any change in unit prices and other terms and condition as per the provisions of the KTPP Act.

30. **Jurisdiction:**Bengaluru

Office of the Executive Engineer, Infrastructure Division,
Bangalore Development Authority (BDA)
Kumara Park West, T. Chowdaiah road, Bengaluru-560020
Phone +91 94493 77654, Email: bdaeeprr@gmail.com

SECTION III – BID DOCUMENTS

Annexure –A

Tender for Design, Supply, Commissioning and Maintenance of Digital LTE Radio Communication Networkat .

Details of the Bidder

a	Name of the firm	
	Office Address	
	Telephone and Fax Number	
b	Works Address	
	Telephone and Fax Number	
c	Name of the Authorized Signatory of the Tender Phone/ Mobile Phone No. Email ID	
d	Name of the Contact person Phone/ Mobile Phone No. Email ID	
e	Status of the Bidder (such as Govt. Organization/Undertaking, Public/Private Ltd Co, Partnership Firm, HUF, SSI, Dealer/Distributor /Stockiest, etc.)	
f	Registration of the bidding Firm/Incorporation of Company/Establishment Registration Details	Registration of Firm/Incorporating of Company/Establishment Registration No …….and Date……
g	Details of OEM	Name of the OEM: Address of the OEM: Authorization Certificate/ letter No. ……and Date…… valid up to……
h	GST Registration	OEM - No. ……and Date…… SERVICE CENTER- - No. ……and Date
i	Details of ISO Certificate i.	No……Date…… Valid up to……

Date: (Seal & Signature of the Authorized Signatory.)

Annexure -B

Tender for Design, Supply, Commissioning and Maintenance of Digital LTE Radio Communication Networkat .

Financial status of the Firm

We hereby certify the Sales Turnover/Revenue from Business operations of M**/s…… …… ** from is as below for the periods mentioned.

Sl. No.	Financial Year	Annual Turnover (In Rs.)
1	2022-23	
2	2023-24	
3	2024-25	

Seal and Signature of the Chartered Accountant
Membership number of CA:

Note to bidders:

a) *Enclosing of supporting documents such as Audited Statement accounts and IT returns for all the three years is compulsory for qualifying in the Technical bid*
b) *The value of Sales Turnover/Revenue from Business operations indicated above should tally with the Revenue from Sales/Operations indicated in the Trading/Profit & Loss Account for the corresponding years. In case of variation between the both, the lowest one will be considered for the purpose of evaluation of eligibility.*

Annexure -C

Tender for Design, Supply, Commissioning and Maintenance of Digital LTE Radio Communication Network at .

LTE Based Wireless Communication systems Supplied/installed during three years
Details of value of work orders in support of Eligibility criteria 2.4

Sl. No.	Financial Year	Organization with full address, Name of the contact person and Phone Number	Supply/work order No. and Date	Total Value of the Order	Copy of the work order enclosed (Yes or no)	
a	b	C	D	e	F	

Note: Enclosing of Supporting documents as at column (f) and(g) is compulsory for qualifying in the Technical bid

Details of quantity of Digital Radios of particular make imported and supplied to Central/State Govt. Department/organizations in India in support of Eligibility criteria 2.5

Sl. No.	Financial Year	Name of address of the Distributor/ Dealer	Name of the Govt. client with full address, Name of the contact person and Phone Number	Supply/ work order No. and Date	Quantity of Digital Radios supplied	Date of Supplied made (from and to)	Copy of the work order enclosed (Yes or no)	
a	b	c	d	E	f	G	H	

(Seal & Signature of the Authorised Signatory.)

Note: Enclosing of Supporting documents as at column (h) is compulsory for qualifying in the Technical bid

ANNEXURE - D

Tender for Design, Supply, Commissioning and Maintenance of Digital LTE Radio Communication Network at .

MANUFACTURERS 'AUTHORIZATION FORM'
(Shall be submitted in case of Authorized Dealers/Distributors, issued by OEM)

No. Dated

To (Purchaser's address)

Dear Sir:

Ref: .....*Tender number and date.....*

We who are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory) do hereby authorize M/s (Name and address of Agent) to submit a tender, and sign the contract with you for the goods manufactured by us against the above 'invitation for tender'as under:

Sl.	Description of the product	Make	Model	Country of Manufacture
1.				
2.				
.				
.				

We hereby extend our full guarantee and warranty, the terms arid Conditions for the goods and services offered for supply by the above firm against this Tender.

We also reiterate that we adhere to the condition laid down in the tender document for Supply, Installation, Commissioning and Maintenance of **Digital LTE Wireless Mobile, Static, Walkie-Talkie, Dispatcherand Consoles.**

Yours faithfully,
For.....

(Name, Sign, and seal of Authorized signatory)

Note to bidders:
This letter should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

ANNEXURE - E'

Tender for Design, Supply, Commissioning and Maintenance of Digital LTE Radio Communication Networkat .

UNDERTAKING BY OEM/MANUFACTURERS
(Shall be submitted in case of bidder being either OEM or Authorized Distributor/Dealer)

No. Dated

To (Purchaser's address).....

Dear Sir:

Ref: Tender number and date.....

Details of quantity of LTE Radio equipment/system of particular make supplied to Central/State Govt. Department/organizations in India in support of Eligibility criteria 2.5:

We have supplied not less than 3,000 Nos. Digital LTE Radios of the particular Make/Brand (which has been offered by us/our distributor in the above tender, to Central/State Government Department/s, Govt. Organisation/s in INDIA by directly by us or through our Distributors/dealer network in the Country in the last 3years (as on the date of tender submission) as detailed under.

Sl. No.	Financial Year	Name of address of the Distributor/ Dealer	Name of the Govt. client with full address, Name of the contact person and Phone Number	Supply/ work order No. and Date	Make, Model and Quantity of Equipment supplied	Supply Dates (from and to)	Copy of the work order enclosed (Yes or no)	In case of imported products, copy of the Import documents and Customs clearance enclosed (Yes or no)
a	b	c	d	e	f	g	h	I

Yours faithfully,
For.....

(Name, Sign, and seal of Authorized signatory)

Note to bidders:

i. *This letter should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
ii. *Enclosing of Supporting documents at column (h) and(i) is compulsory for qualifying in the Technical bid*

Annexure -F

Tender for Design, Supply, Commissioning and Maintenance of Digital LTE Radio Communication Network

Service Centers in Karnataka

Sl. No.	Address	Name of the contact person and Phone Number	Services/ Maintenance covering the Districts/regions	Total number of Expert service working executives
1				
2				
3				
4				

Details of Complaint Monitoring Process, Escalation of Matrix and Response time

(Seal & Signature of the Authorized Signatory)

Annexure – G

Tender for Design, Supply, Commissioning and Maintenance of Digital LTE Radio Communication Network.

(On Rs.500/- stamp paper, Notarized)

Undertaking

We hereby submitting our bid for Design, Supply, Commissioning and Maintenance of Digital LTE Radio Communication Network at .as per the tender specification and scope of the work.

1. We hereby undertake that,

   a) The Wireless Communication systems offered by us comply with the LTE Open standards and Tender specifications with the required Hardware and Software for Wireless Communication Systems. The Digital Radio Handsets, Digital Static Sets and Digital Mobile sets supplied by the successful bidder shall be compatible with the LTE

   b) We the Authorized dealers/distributors of the OEM of the radio equipment supplied hereby undertake for providing necessary after sales service/technical support till the end of Life i.e, 5 years, for the products supplied by us.

   c) We hereby undertake that the products being supplied against this tender are not manufactured in China

   d) We agree for minimum Warranty period of 2 year for all the supplies and installations made and 1 year for Batteries. The Warranty will carry replacement of spare free of cost, service and maintenance. We agree to provide adequate spares and service support during the period of Warranty.

   e) We agree for Annual Comprehensive Maintenance Contract: We are ready to enter into Annual Comprehensive Maintenance Contract for a period of 3 years, or on yearly basis up to 3 years with the purchaser after the completion of the initial Warranty/free maintenance period as per the price bid quoted in the tender.

   f) We agree to demonstrate offered Wireless Communication systems (Hardware, software and accessories), working principles, features and functionalities as per the tender specification; on no cost basis to confirm meeting the tender specification. We also agree that, the papers/designs/drawings/data/photographs/analysis/graphics etc. submitted and presented (both in Hard and soft copies) by us during the technical evaluation will become the property of the Tender inviting authority and we are committed not to share the same with any other third party/departments/organizations for whatever may be the reasons. The Tender inviting authority reserves the right to use such papers/designs/drawings/data/photographs/analysis/graphics for the purpose of implementation of the proposed project as per his discretion, irrespective of the bidder who become successful and awarded with the contract.

g) All the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true.

h) We hereby undertake that all the components/ parts/ assembly/ equipment's Software etc., used in the equipment from respective OEMs/OSDs are not refurbished/ duplicate/ second hand products.

i) We have adequate manpower for installation of the software, technical support team & for training the department officials as per Project deliverables.

j) We hereby undertake that, we (in case of Authorized Dealers/distributors) will produce a legal agreement between us and the OEM/OSD for a minimum period of five years from the date of award of the contract for supply of products manufactured by the OEM/OSD as per the specifications, terms of and conditions of the Contract. Failure to produce such an agreement will result in cancellation of the order.

k) Any of our personnel, representatives, sub-consultants, sub-contractors, service providers, suppliers and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage.

l) Indemnify and compensate the purchaser from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged document or statements.

m) We have not blacklisted/barred in any of the Govt./Private origination from participating in the Tenders or effecting supplies/services OR by Govt E-marketing portal for listing their items due to not meeting critical conditions/security clearance or Delisted/ barred by the Government e-Procurement/GeM/Purchaser for the reasons of not fulfilling tender terms, or breach of terms of the tender/Portal in the past three years, as on the date of Tender submission.

n) We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India (GoI Letter No. F.No. 6/18/2019 - PPD dtd: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020 and GO of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated:25.08.2020.

   i. I/ We certify that , we are not from such a country which shares a land border with India and we are eligible to be considered.

   Or

   i. I/ We declare that, we are from such a country or countries which shares a land border with India and we have been registered with the Competent Authority and certify that, we fulfill all requirements in this regard and are eligible to be considered. A copy of the valid registration by the Competent Authority is enclosed along with this declaration for Evidence.

   ii. We declare that, we will not sub-contract any work to a contractor from such country or countries which shares a land border with India unless such contractor is registered with the Competent Authority in case the work order is released on us. We fulfill all requirements in this regard and is eligible to be considered.(A copy of the valid

registration issued by the Competent Authority to be enclosed if applicable)

iii. We are aware that, such registration with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of bids.

o) We aware of the fact that, if the information provided by us in this certificate/declaration is found to be false at any stage, this would be a ground for immediate termination of order/ contract/ LOI and further legal action against us in accordance with law.

Date: / /

Authorized Person’s Signature

Name & Designation with Seal

***Should be sworn before a Notary**

Annexure – H

Tender for Design, Supply, Commissioning and Maintenance of Digital LTE Radio Communication Network

COMMERCIAL BID FORMAT
(To be filled only in E-portal, Financial bid section, not to be submitted in Hardcopy or along with Technical bids)

Part 1 - Bill of Material with cost

Sl.	Items	Qty	Make and Model	Unit Price in Rs.	% of TAX in Rs.	Other Levies /charges if any	Total unit price in Rs.	Total Price
		a	b	C	d	e	f = c+d+e	g= a x f
1.	**CONTROL BASE SET:** IP Rugged & Durable Advance Mobile/Base Set Display 4G LTE POC Radios, with option of SIM & Wi-Fi & BT leading future of GPS tracking with Voice and data.	1						
2.	**MOBILE/VEHICLE SET:** IP Rugged & Durable Basic Mobile/Base Set Display 4G LTE POC Radios, with option of SIM & Wi-Fi & BT leading future of GPS tracking with Voice and data.	4						
3.	**HANDSET:**MCX IP Rugged & Durable 4G LTE/WiFi Radio, with option of SIM & Wi-Fi leading future of GPS tracking with Battery and charger,IP68 grade	52						
4.	**Dispatcher Software** *Instantaneous group and one-to-one calls. *Priority calling (call interrupt) *Supports emergency features.	1						

	*Mapping with GPS location. *Video Calling/PiC-Image sharing *Call history and recording. *Instantaneous messaging. *Practically unlimited range and simultaneous calls.							
5.	**Server and Storage:** Intel Xeon Silver 2423 Turbo, 6C, 32GB 4x8GB DDR4 2933MHz RDIMM ECC Memory,3.5" 4TB 7200rpm SATA Hard Drive,512GB PCIe NVMe Class 40 SSD, 2x Integntel 4 port SATA controllers, Ultra-Speed Drive Boot + 1-8 SATA HDD/SSDs, or + Intel RSTe SW RAID 0,1,5,10 on 1-4 drives 1 with OS	1						
4.	**MCX license** for Radio (Cloud Based server) for Voice and data-Subscription for 5 Years	57						

Part 2 – AMC

Sl.	Particulars.	Charges per Annum for entire Tender Package in Rs.	GST Applicable % or Rs.	Total Cost of AMC per Annum for entire Tender Package in Rs.
1	Annual Comprehensive Maintenance Contract, after completion of initial Warrantee of period of 3 years			

(Seal & Signature of the Authorized Signatory.)

Note:

a) The Vendor shall quote for AMC at Part 2 of financial bid.
b) Selection of Vendor for AMC is optional for the Purchaser and the cost of AMC is not included while evaluating the Financial Bids for final selection of vendor.
c) The AMC charges offered by the bidder shall not exceed 7% of total value of the Bid per annum

SECTION IV – SPECIFICATION

Appendix –I

TECHNICAL SPECIFICATION FOR SUPPLY, COMMISSIONING AND MAINTENANCE OF DIGITAL LTE RADIO COMMUNICATION EQUIPMENT

01. Minimum Specifications for MCX Hand Held Radio (Digital LTE Walkie-Talkie)

S. No.	Specification	Handheld With Camera
1	MCX HandHeld Radio (H/H)	Rugged Android handheld radios with QUALCOMM processor
2	Network compatibility	2G/3G/4G / LTE or better. All bands used by service providers in India
3	Display	Minimum 2.4” display or better to show battery, network and group IDs etc
4	PTT Button	Yes
5	RAM (GB)	2 GB or better
6	Internal Storage (GB)	16 GB or better
7	Bluetooth	BLE 5.0 better
8	OS Compatibility	Android 10 or better
	Camera	Front Camera 5 MP & Rear Camera 13 MP or better
9	GPS Enabled	Yes
10	WiFi	Yes
11	Battery Backup Time (Minimum)	18 hours or better
12	Battery Capacity (Replaceable) (mAH)	5000or better
13	MCX QCI support	Yes
14	Ingress Protection	IP68 or better
15	SOS Button	Yes, Dedicated SOS Hard Button
16	Front Speaker Wattage (W)	03 W or better
17	Microphone With Noise Cancellation Technology	Yes
18	USB type	Type C
19	Card Slot	Dual SIM Card + TF Card (Storage Expandable: 256GB)
20	Weight	390 gms or less including battery
21	Minimum Operating Temperature Range (Degree C)	-10
22	Maximum Operating Temperature Range (Degree C)	60
23	Drop Resistant (From a height of 1.5 meter or better)	Yes
24	Type of Battery	Li-Ion/ Li-Polymer or better
25	Charging	Fast
26	Hands Free Functionality	Yes

S. No.	Specification	Handheld With Camera
27	Security / Encryption	AES 256 enabled encrypted communication
28	Standard Accessories to be provided along with the Device:	a) Battery, b) adaptor, c) USB cable d) belt clip e) desktop charger

Functional Requirements of Handheld with Camera

S. No.	Capability	Description
1	Group Call	User should be able to make a group call
2	Individual Call	User should be able to make individual call (Audio & Video) to selected individual member
3	Priority	User should be able to make/receive emergency calls. And in case of SOS from any of the users, dispatcher software should be able to track the location and connect with user
4	Call Log	Handheld should have the ability to record the calls and access the call logs
5	Recording	Handheld should be able to record and access calls based on the privileges
6	SOS/Emergency Call	User should be able to make/receive emergency calls. And in case of SOS from any of the users, dispatcher software should be able to track the location and connect with user
7	Override	Handheld should be able to override the existing on-going call, based on the privileges assigned
8	Text	Handheld should be able to send /receive text messages to/from individuals and multiple users at real-time or at pre-scheduled time from radio with keypad
9	Photo	Handheld should be able to send /receive photos to/from individuals and multiple users
10	Image/Video	Handheld should be able to click image/short video clips and send to dispatcher/other users. And receive image/short video clips from other users
11	Voice	Handheld should be able to send /receive audio message to/from individuals and multiple users
12	Location	User should be able to track location of the device and see location of other users on their handheld
13	Group Scan	Device should be able to scan more than two group at a time
14	Geo-Fence	User to receive Geo Fence alerts for the geo-fence assigned with alerts being sent to dispatcher
15	Audio Monitoring	Dispatcher software should be able to monitor audio of the user

02.Minimum Specifications for Control Room Static/Mobile Radios(Digital LTE Static/Mobile Radios)

S. No.	Specification	Description
1	Control Room Static Radios	Vehicle mounted sets fitted with GPS and GSM module for efficient communication and data transfer with other such devices and command control centre.
2	Network compatibility	2G/3G/4G/LTE or better. All bands used by service providers
3	RAM (GB)	1 GB or better
4	Internal Storage (GB)	8 GB or better
5	Storage Expandable upto (GB) using SD card	32 GB or better
6	Display	OLED screen
7	Display Type	Touch
8	Display Size In Inches	4 inch or better
9	Display Resolution (Pixels)	240*432 or better
10	OS Compatibility	Android
11	GPS Enabled	Yes
12	AGPS Enabled	Yes
13	Front Speaker Wattage (W)	05 or better
14	Microphone	Dual microphone
15	Dedicated SOS / Emergency Button	Yes
16	Wi-fi Connectivity	802.11 b/g/n or latest standard
		2.4 GHz and 5 GHz
17	Bluetooth	Yes
18	Hands Free Functionality	Yes

19	Operate on Car battery	Yes
20	Security / Encryption	AES 256 enabled encrypted communication

Functional requirements of Vehicle Mounted/Mobile Radio/Static Radios

S. No.	**Capability**	**Description**
1	Group Call	User should be able to make a group call
2	Individual/ Private Call	User should be able to make individual call to selected individual member
3	Priority Call	User should be able to make/receive priority calls with ensuring high priority calls take the precedence
4	SOS/Emergency Call	User should be able to make/receive emergency calls. And in case of SOS from any of the users, dispatcher software should be able to track the location and connect with user
5	Override	User should be able to override the existing on-going call, based on the privileges assigned
6	Location	User should be able to track location of the device, as well as other users
7	Geo Fencing	User to receive Geo Fence alerts for the route assigned with alerts being sent o dispatcher
8	Audio Monitoring	Dispatcher software should be able to monitor audio of the user

04. Minimum Dispatcher Software Specifications/Features for State Control Rooms

S. No.	Capability	Description
1	Group Call	Dispatcher should have the capability to make a group call
2	Individual Call	Dispatcher should have the capability to make individual call to selected individual member
3	Temporary Group Call	Dispatcher should have the capability to create temporary dynamic groups for temporary group calls and do it by selecting users from the map within close proximity
4	User Management	Dispatcher should have the capability to manage all user privileges over the air
5	Stun/Kill	Dispatcher should have the capability to temporarily stun the devices and Kill/unkill the devices
6	Priority	Dispatcher should have the capability to set the priority of the user to ensure that high priority calls take the precedence
7	Call Log	Dispatcher should have the capability to record the calls and access the call logs
8	Multi-group Monitoring	Dispatcher should have the capability to support dispatchers to monitor all associated groups
9	Recording	Dispatcher should have the capability to record and access calls based on the privileges at least for one year
10	SOS Alarm	In case of SOS from any of the users, dispatcher should be able to track the location and connect with user
11	Two-way Video	Dispatcher should have the capability to have a video call with selected user
12	Remote Video Monitoring	Dispatcher should be able to remotely monitor minimum of 16 users in real time
13	Video recording	Dispatcher should have the capability to enable record and access video recordings based on their privileges
14	Override	Dispatcher should be able to override the existing on-going call, based on the privileges assigned
15	Broadcast	Dispatcher should have the capability to broadcast a message to all associated groups/multiple members
16	Text	Dispatcher should have the capability to enable users to send /receive text messages to/from individuals and multiple users at real-time basis
17	Photo	Dispatcher should have the capability to enable users to send/receive photos to/from individuals and multiple users
18	Video	Dispatcher should have the capability to enable users to send/receive short video clips to/from individuals and multiple users
19	Voice	Dispatcher should have the capability to enable users to send/receive audio message to/from individuals and multiple users
20	Patrol Point	Dispatcher should be able to define patrol points on the map as a part of the patrolling route to track the movement of the users
21	Patrol Area	Dispatcher should be able to define/ear-mark patrolling area on the map as a part of the patrolling route to track the movement of the users

S. No.	Capability	Description
22	Patrol Schedule	Dispatcher should be able to define the patrol schedules, define start and end times.
23	Patrol Logs & Reports	Dispatcher should be able to access patrolling logs and should be able to access reports
24	Ambient Listening	Dispatcher should have the capability to support ambient listening to selected user/s
25	Encryption	Dispatcher should support AES256 encryption
26	Geo-Fencing	Dispatcher should be able to setup define geo fences on a map. Operator should be able to configure notifications as required for user entry/exit from the defined geo-fence

SECTION V – REFERENCE DOCUMENTS

Appendix -2

SERVICE LEVEL AGREEMENT FORMAT

1. This agreement is entered into on this day **……** between the **Superintendent of Police**, STF &Vigilance BDA, Bengaluru 560001 (hereinafter referred to as **Customer** which expression shall, whoever the context so admits or requires, mean and include all its successors assigns and attorneys and also the executives/officers at Head Quarters/Units/City/Districts/Locations, whoever the in charge of the office, wherein the Equipment/Hardware is supplied/installed) AND **…(name of the firm)…**,, a company incorporated under the Companies Act, 1999 having its registered office at ……(Address)…….. (hereinafter referred to as Service Provider which expression shall, whoever the context so admits or requires, mean and include all its successors assigns and attorneys) of the second part for maintaining the **Digital LTE Mobile/Static Wireless sets, Walkie-Talkies, Dispatchers, Server host and Consoles** supplied/installed by them and corresponding Network system, against the Purchase order No. …… Dated ……. (Total Value Rs. ……../-), attached at **'Annexure A'**, during the warranty period as under:

Sl. No.	Nomenclature	Warranty Period
1	Digital LTE Mobile /Static Wireless sets, Walkie-Talkies, Wireless Sets and Consoles etc.	2 years for all the equipment& accessories and 1 year for Battery

2. This document together with any attachment here to affixed duly signed by **Superintendent of Police**, STF & Vigilance BDA, Bengaluru as customer AND **…(name of the firm)…**, as Service Provider for the maintenance of equipment listed in the annexed Purchase Order and the terms and conditions specified in this document.

3. The contract commences from the date of signing this agreement till the warranty period expires i.e., 2 years from the date of supply of equipment. There after this may be renewed for further, in case the Customer enters into an AMC with the Service Provider after the completion of 2 Years warranty on mutually agreed terms.
4. SCOPE AND SERVICES: It includes maintenance, repairs and any connectivity problems with the Digital LTE Mobile/Static Wireless sets, Walkie-Talkies, Wireless Sets, Dispatcher, Server setup corresponding Network system. The Service Provider shall maintain the equipment/software listed in the Purchase Order attached and corresponding Network system to this SLA during the warranty period.
5. The Service Provider should carryout repair and maintenance of the equipment onsite and should endeavors to their best of ability at an average response time of 10 hours wherever service centers are located and within 24 hours for outside.
6. Whenever Service Provider's engineer visits a location to attend the hardware problems reported he shall also carryout preventive maintenance of Digital Wireless Sets at the Installed locations. Other than this, the Service Provider's engineer shall visit a location for preventive maintenance of equipment supplied by them, at least once in three months to ensure that, the equipment/system is in working condition. He should carry all the hardware/ software related items to the field during his visit.
7. A dedicated telephone number of Service Center/Customer care shall be provided to customer for registering all complaints
8. HOURS OF SERVICE

   In case of general service/preventive maintenance Provision for maintenance and service shall be made by the Service Provider, on normal working hours i.e. 10 AM to 6 PM including Sundays and General holidays and shall be resolved within 24 hours for both the system and equipment from the time of Call Log/Complaint, excluding the standard hours of Journey by Road/Rail from Bengaluru i.e., the place of Authorized Service Center as stated in the Bid Document.

   In case of Emergency situations/calls the complaints shall be attended round the clock and shall be resolved as soon as possible, but not later than 24 hours both the system and equipment from the time of Call Log/Complaint

   Failure to do so more than, penalty of **₹5,000/-** per day for the system and **₹500**/per day per equipment will be imposed on supplier.
9. LIMITS OF USE

   The customer (all locations wherever the hardware is installed) will keep a record of the service call report of the company in "Service Call Register" as per the format of Annexure**-"B",** shall register all complaints in the Service Call Register and mention complaint numbers in all transactions. The Customer shall tally the said records once in two months with the actual status/inventory of equipment; a) at the

Location of the Customer and b) taken for Service at Authorized Service Center of the Service Provider.

10. CARE OF THE EQUIPMENT

10.1 The customer shall allow the entry and access of the service engineer of the Service Provider to carry out the maintenance/Service/Repair tasks. The service engineers may enter and access the facilities even beyond the working hours as per the maintenance needs by prior approval of the unit officer concerned.

10.2 The customer will take care of the equipment, will house it in suitable conditions and follow such instructions on these and observe operating instructions as given by Service Provider from time to time.

10.3 No alternation may be, no attachment fitted or repairs or adjustments done except by the Engineers deployed by the Service Provider or with the written consent by status/inventory of equipment

11. EXEMPTION

The Service Provider shall not be liable for failure to perform any of its obligations arising out of this agreement, if such failures results from any force majeure, act of God, Fire, Storm, Earthquake, Explosion, Accidents, Strikes, Lockout, industrial Dispute, Labor Trouble, Transportation, Embargo, Imminence or the existence of any state of emergency, war like condition, civil - commotion, riot, mobility to obtain any material, refusal of license or imposition of sanctions and/or any measures taken by the Government whatsoever which renders it impossible or impracticable for Service Provider liability to perform obligation under this contract.

12. Procedure for recording the performance of the services of the Service Provider

At all the locations wherever hardware is installed a service call register shall be maintained as per Annexure-"B". The officer in charge of the locations will record the service and maintenance particulars as per Annexure-"B". The complaints shall be registered with date and time and shall be closed after satisfactory service/repair of the equipment/system by the Service Provider and the time taken between these two activities shall be recorded in Hours. The delay of every 24 hours or part of the same (over and above the initial 24 Hours allowed) shall be converted to days. The details of penalty to be imposed in such case on the Service Provider shall be calculated clearly considering the number of days and amount of penalty per day, and send the details to the concerned unit officer before 3rd of every month. The unit officers will consolidate and send the details as per Annexure-"C"(SLA) to the **Superintendent of Police**, Wireless, Bengaluru before 10th of every month for necessary action.

13. NON PERFORMANCE PENALTY TABULATION

Sl. No	Hardware	Nature of problem	Date and Time of	Date and Time of

.			complaint registration	complaint closure
a	b	c	d	e

Total Time difference between C and D In Hours	Delay in hours over and above 24 Hours	Delay in Number of Days	Penalty Per day in ₹	Total Penalty for the days delayed in ₹
f	g	h	i	J

14. PAYMENT TERMS

There is no payment or any charges during warranty period for maintenance of the systems.

15. TERMINATION

This SLA Agreement shall not be terminated till the completion of the agreed warranty period of the equipment covered under the purchase order, unless the original purchase order referred above is closed/terminated.

16. ARBITRATION

All disputes, differences and question whatsoever which shall arise between the parties hereto during the continuance of agreement or afterwards touching any clause or matter herein contained or the rights, duties and liabilities or either party in connection there with, shall be referred to sole arbitrator to be jointly appointed by both parties. All such arbitration proceedings shall be held in Bengaluru and shall be in accordance with and subject to provision of the Indian Arbitration Act 1996 or any statutory modification reenactment thereof for the time being in force. The language of arbitration shall be in English.

17. GOVERNING LAW

This agreement shall be governed in all respect by Indian Law.

18. JURISDICTION

The court at Bengaluru have jurisdiction to the exclusion of all other courts.

19. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in the agreement neither party shall, in any event, be liable for any indirect or speculative or consequential or loss or profit or punitive damages. nor be liable for any third party claims. The maximum amount of liability direct is limited to the value of service component of the contract.

IN WITNESS WHEREOF the parties hereto by representative duly authorized, have executed the contract on the day, month, year and place written above.

Signature:	Signature:
Name	**Superintendent of Police**, STF & Vigilance,
Designation :	BDA,Bengaluru
For & on Behalf of :	
In the presence of:	In the presence of:
1) Signature :	1) Signature :
Name	Name
Designation	Designation
Address	Address
2) Signature	2) Signature
Name	Name
Designation	Designation
Address	Address

Annexure- "B" of SLA

(Service Call Register)
(To be maintained by all units)

S. No.	Nature of Problem	Date & Time of the report	Mode of reporting (Phone, Fax, e-mail, Helpdesk, Letter etc)	To who reported (Name & Designation of the person who received the complaint)	Docket No. of the complaint	Date & time of rectification	Problem rectified or not (Y/N) if N reasons	Penalty imposed if any (Specify the amount)
1	2	3	4	5	6	7	8	9

Annexure- "C" of SLA

(Penalty recommended for nonperformance
by.....)
Supply order No.....

Unit: Company:

Sl. No.	Location	Penalty Amount	Remarks
1			
2			

Total penalty Amount..... for the month of..... to be imposed on .....company.

Date: Signature of the Unit officer.

Appendix -3

CONTRACT FORM

THIS AGREEMENT made on the day of. **……**BETWEEN the **Superintendent of Police, STF & Vigilance BDA, Bengaluru 560020** (hereinafter called "the Purchaser") of the one part AND **…..(Name of the firm)……**, a company incorporated under the Companies Act, 1999 having its registered office at, ……(Address)……(hereinafter called "the Supplier") of the other part

WHEREAS the Purchaser floated tender No…… Dt. …… for Design, Supply, Commissioning and Maintenance of Digital LTE Radio Communication Network at .through e-procurement portal of Government of Karnataka as per the provisions of the KTPP Act and has accepted a tender by the Supplier which found responsive in technical bid and L1 in Financial bid.

The negotiation meeting with the supplier held on …… and the firm has offered reduced prices and confirmed the same vide their letter Dt. …… The purchase order No. **……Dt. ……**was placed on the supplier for Design, Supply, Commissioning and Maintenance of Digital LTE Radio Communication Network at ., with the total value of **Rs. ……/- (Rs. In words)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   i. The Tender document.
   ii. Price bid submitted in the tender and Negotiated prices
   iii. The Purchaser Order
   iv. The Service Level Agreement (SLA).
   v. Performance Security Bond No…… Dt. ……
      Valid Till ……
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services as mentioned in the Purchase Order and Service Level Agreement (SLA) and the remedying of defects therein as per the terms and conditions tender, Purchase Order and SLA.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Price or such other sum as may become payable under the provisions of the Purchase Order at the times and in the manner prescribed by the Purchase Order.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sl. No.	**Item Name**	**Quantity**	**Unit Price inclusive of Taxes** Rs. Ps.	**Value** Rs. Ps.
1				
2				
3				
4				
Total Value Inclusive of all Taxes and levies.				

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said the **Superintendent of Police, STF & Vigilance BDA, Bengaluru 560020** (For the Purchaser)
in the presence of:

.....

Signed, Sealed and Delivered by the
said **.....,**
(For the Supplier **.....)**
in the presence of:

.....

Appendix -4

PERFORMANCE SECURITY BANK GUARANTEE FORM

To,
Commissioner,
BDA, Bengaluru – 560 020

01	GUARANTEE NO :	
02	AMOUNT OF THE GUARANTEE :	**Rs. …**
03	GUARANTEE COVERS FROM :	**Dt. ….**
04	LAST DATE FOR LODGMENT OF CLAIM :	**Dt. ….**

1) This deed of guarantee executed by the ….***Name of the Banker***…. (hereinafter referred to as the Bank) in favour of Commissioner, BDA Kumara Park West Bengaluru – 560 020. (hereinafter referred to as the Beneficiary) for an amount not exceeding Rs. ….***Value of Guarantee*** …. (**Rupees in Words……**)at the request of ….***Name of the Vendor*** ….(hereinafter referred to as The Contractor).
9

2) This guarantee is limited to a maximum of Rs ….***Value of Guarantee*** …. (**Rupees in Words……**)and the guarantee shall remain in force up to **……**and cannot be invoked otherwise than by a written demand on or before the day of **……..** In consideration by the Beneficiary under the term and conditions of an agreement of dated **……** made between the Beneficiary and the contractor for Design, Supply, Commissioning and Maintenance of Digital LTE Radio Communication Network at .under reference **LOI/Purchase Order no.** ……**.**Dated **……**

3) We ….***Name of the Banker*** ….do here by undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Beneficiary stating that the amount claimed in due by way of loss or damage caused to or would be caused or suffered by the Beneficiary by reason of breach by the said contractor (S) of any of the terms and conditions contained in the said agreement. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. Rs. ….***Value of Guarantee*** …. (**Rupees in Words……**)

4) We,….***Name of the Banker*** ….further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and shall continue to be enforcement of the said agreement and shall continue to be enforceable till all the dues of Beneficiary under or by virtue of the said, agreement have been fully paid and its claims satisfied or discharged or till Beneficiary certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor

and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing before the **Dt. ……** we shall be discharged from all liability under this guarantee thereafter.

5) We, ….***Name of the Banker*** ….further agree with the Beneficiary have the fullest liberty without our consent and without effecting in any manner our obligations hereunder vary any of the terms and conditions of the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Beneficiary, against he said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being allowed to the said contractor or for any forbearance, act or commission on the part of the department or any indulgence by the department of the said contractor or any such matter or thing what so/whichever/under the law relating to surety would but for this provision have effect of so relieving us, until the day of **Dt. ……**, when the liability of the Bank will cease.

6) We,….***Name of the Banker*** ….lastly undertaken not to revoke this guarantee during its currency except with the previous consent of the Beneficiary in writing.

7) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. ….***Value of Guarantee*** …. (**Rupees in Words……**) Our guarantee shall remain in force until **Dt. ……**. unless a claim in writing is presented to us and if unpaid a suit or action to enforce such claim is filed against us within three months from the above date, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability thereafter.

DATED : FOR:

Signature and Seal of Guarantors

……

……

Address:

……

……

……